

VTech Housing @ Roanoke Street Apartments
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New	Renewal	Sublease	Apt Transfer	Corrected Lease	Roommate Change
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

RESIDENTIAL LEASE AGREEMENT

Agreement Made the ____ day of _____, 20____ by and between **Roanoke Street Apartments Limited Company (d/b/a VTech Housing @ Roanoke Street Apartments)**, a Virginia Limited Liability Company, (Owner) and <Insert Resident Names>, whether one or more.

Witnesseth: That Owner hereby leases, lets and demises to Resident and Resident hereby takes and hires from Owner, upon and subject to the terms, conditions and provisions hereof, **Full Address, TBD _____ Apartment Number TBD (# Br)** in the V-Tech Housing @ RSA for a term of twelve (12) months commencing **TBD and ending TBD** inclusive, payable as follows.

\$	X 12 Equal Standard Rent Installments
\$	= TOTAL TERM RENT

- SECURITY DEPOSIT** In addition to the rental payment, Resident hereby deposits in advance with Owner the following sum:

\$	Security Deposit
\$	Total Deposit

These are to be retained by Owner during the term of the lease and to be refunded in accordance of the terms of the Virginia Landlord Tenant Act after vacating the premises provided that Resident has kept and performed the conditions of this contract and the Standard Vacating Checklist. In the event Resident defaults in any provision of this contract the deposit may be used by Owner to apply against defaults of the Resident. Resident may not apply Security Deposit toward rent owing on the Apartment. Interest shall be paid upon Security Deposit as required by the laws of the State Virginia.

Upon vacating the Apartment, Resident agrees to thoroughly clean the same or pay the Owner the cost of having this done pursuant to the Standard Vacating Checklist, a copy of which Resident acknowledges receipt. All keys must be returned. If any cleaning is needed, damage done or locks changed, Owner shall have such work accomplished and deduct this cost from the deposit. The vacating inspection will be made promptly within seventy-two (72) hours of the termination of occupancy. Prior to termination of occupancy, Resident agrees to provide forwarding address to which refund and correspondence will be mailed. Management strongly suggests that at least one (1) Resident of the apartment be present at the final inspection which occurs, unless otherwise noted, after NOON on the move-out date and within seventy-two hours (72) of termination of Occupancy. Written notification to be present is required if Residents vacate earlier than the lease ending date and wish to be present for the final move out inspection. Failure to be present at the inspection, as set forth herein, shall constitute a waiver of the right of Resident, whether one or more, to contest any aspect of the inspection to determine damages and the amount, if any, of the security deposit to be returned to Resident.

- THE APPLICATION** is made a part of the lease and if any of the statements made in the application or lease are found to be untrue, Owner reserves the right to terminate the lease and take possession of the apartment
- THE APARTMENT WILL BE OCCUPIED BY** only the Residents on this agreement, who are listed on both the first and last page of the lease.
- THE STANDARD MONTHLY RENT** is due on the first day of each month and late on or after 5:00 p.m. on the fifth (5th) day of the month. The first month's rent, however, is due on or before the starting date of the lease. Move-in must occur during office hours and only if signatures are complete, all monies paid and a copy of the insurance policy has been received by Owner for all residents, whether one or more.
- RESIDENT SHALL PAY RENT** as provided herein to the Rental office without any offset or deduction whatsoever. **Owner accepts all rental payments with reservation of its rights to pursue any and all remedies under the terms and conditions of this lease and/or applicable Virginia laws.** Resident agrees to

pay a late charge of no more than 10% of the monthly rent or 10% of unpaid balance, whichever is less on rent received after 5:00PM on the fifth of the month. Time of receipt of payments due the Owner is the essence of this lease. The Resident agrees and understands that in using the facilities of the United States Postal Service for the mailing of items to the Owner, the Resident is appointing the Postal Service as his sole agent, and the Owner will not consider postmarks or other evidence of payment of postage or of deposit in the Us Mail in determining the time of receipt of any items. The term "Resident" shall include only those who have signed this lease agreement. Residents may pay the rent each month with multiple checks unless Owner, in its sole discretion, decides that Residents must pay with one check. Owner will provide written notice if Residents must pay with one check, each month. In addition, the Owner reserves the unrestricted right, in his sole and absolute discretion, after written notice to the Resident, to require that payments thereafter due the Owner be made by cashiers' or certified check. Resident agrees and understands that acceptance of partial rental payments do not constitute payment in full; Owner does not waive any rights to pursue outstanding balances by acceptance of partial payments. Should Resident be late 3 times within the term of this lease or submit two checks that are returned by a bank for insufficient funds, that shall be grounds for termination of this lease at the option of the owner.

6. **COMPLIANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA** It is the intention of the Owner that this agreement be in compliance with the laws of the Commonwealth of Virginia and the ordinances of the locality where the apartment is located. Any rights and remedies contained herein shall be cumulative of any rights or remedies specified under the laws of the Commonwealth of Virginia.
7. **MULTIPLE LEASES OF THE SAME APARTMENT** The parties hereto acknowledge that each lease shall be for the lease of the entire demised premises and the resident hereby authorizes the owner to lease the same entire demised premises to additional roommates residents by either entering additional multiple original leases with other roommates, adding additional roommates to this lease agreement or by adding additional roommates by addendum hereto. All residents and guarantors of each demised premises shall be jointly and severally liable as provided in Paragraph 26 and the final paragraph of the lease.
8. **RESIDENT INFORMATION AND POLICY HANDBOOK.** Resident acknowledges that he/she is responsible to access the current Resident Information and Policy Handbook online at <http://www.roanokestreetapartments.com/images/documents/Resident-Handbook-final.pdf> . Resident agrees that he/she, and his/her family and guests will comply with all such policies in this document. Owner reserves the right to make reasonable changes or additions to such policies and Resident agrees to comply with such new policies as may be posted by Owner from time to time. Resident also acknowledges that the Standard Vacating Checklist and Move-Out Cost Estimate Schedule are included in the Handbook, and should be used by Resident to understand his/her responsibilities upon moving out of the apartment, and what the cleaning and repair charges would be for particular items.
9. **RENEWAL OF LEASE** shall be done in accordance with a letter of instruction from owner during the lease term, whereby the Resident must give written notice of his intention to renew the lease or his intention to allow this lease to expire. At the time of renewal, the rental rates are subject to change as determined by Owner and said rate change will be stated on your renewal lease. Lack of a written vacating notice or Resident's failure to surrender possession of the premises at lease expiration will result in the Owner applying the Security Deposit against any rent loss or damages sustained. The Owner shall have the right for one hundred twenty (120) days prior to the expiration of the term or any renewal period to have applicants admitted at all reasonable hours to view the premises until rented.
10. **RESIDENT WILL TAKE GOOD CARE** of property of Owner including proper cleaning of the premises and will report promptly to management any repairs, which may be needed, on Owner's property, fixtures or furnishings. Lack of such notification may result in the Resident being charged for repairs or replacements. Owner shall have the right to make repairs, renovations and alterations at reasonable times. If the apartment is damaged by other than ordinary wear and tear, the Owner shall make such repairs and replacements equal in quality to the original construction and Resident shall pay the cost. Premises may not be used for business purposes. Combustible fuels are not allowed in the apartment or building. Resident further agrees to comply

with all applicable building codes and local ordinances regarding occupancy limits and health and safety, including prohibitions of use of charcoal and gas grills on decks and patios of the premises.

11. **FOR INJURY TO PROPERTY OR RIGHTS OF OWNER** caused by negligence or fault of Resident, his/her agents, family or guests, Resident agrees to reimburse Owner promptly in the amount of the cost for repair or replacement. Resident also agrees to pay for maintenance, repairs and services to the premises when the damage or malfunction is caused by the Resident, his/her family or guests.
12. **RESIDENT WILL SEE THAT THE CONDUCT** of himself/herself, his/her family and his/her guests in the Apartment and on all Apartment premises is never disorderly or boisterous, that it does not disturb or interfere with the rights, comfort or convenience of other persons on or around the premises that it is not unlawful or immoral.
13. **TERMINATION BY OWNER** The Owner reserves the right to give the Resident written notice no less than thirty (30) days before the expiration of the original or any renewal term of this lease that Owner will not be renewing the lease upon its expiration.
14. **OWNER SHALL NOT BE LIABLE** to Resident, his/her family, employees or guests for any damage to person or property caused by the acts or omissions of other residents or other persons whether such persons be off the property of Owner or on the property with or without permission of Owner, nor shall Owner be liable for losses or damages resulting from failure, interruption or malfunctions in the utilities and amenities provided to Resident.
15. **IN CASE OF DAMAGE BY FIRE OR ACT OF GOD (NOT CAUSED BY OWNER OR RESIDENT)** Resident shall notify Owner immediately and Owner shall repair the damages with reasonable promptness or if the premises are deemed by the Owner to be damaged so much as to be damaged so much as to be unfit for occupancy, or if the Owner decides not to repair or restore the building, the lease shall terminate. If the lease is so terminated, rent will be prorated on a daily basis so that Resident will pay rent only up to the date of the damage and the remainder of the month's rent will be refunded.
16. **MANAGEMENT ENTRY** management must maintain the right to enter apartments at any reasonable time to inspect, maintain, or to verify lease obligations (illegal residents, pets, etc.) We will always give 24 hours' notice of the intent to enter an apartment except in cases of emergency, when a Resident makes a request for maintenance, or in the event it is impractical to do so.
17. **INSPECTION OF APARTMENT** If the resident desires to be present when the Owner inspects the premises at the termination of the lease to determine the amount of the security deposit to be returned he/she shall so advise the Owner in writing two weeks in advance who, in turn, shall notify the Resident of the time and date of said inspection which must be made during business hours and within seventy-two (72) hours of termination of occupancy.
18. **ATTORNEY'S FEES A)** In case of Resident's default, Resident's violation of any term or condition of the lease, re-entry, or expiration of the lease by default, Resident shall remain responsible for rent, late fees, damages and utilities as they become due until the apartment is re-rented. Resident shall also be responsible for any attorney's fees and costs of collection expended by Owner, including but not limited to court costs and service fees, in the event Owner is required to institute court action to enforce the terms of the lease. Resident understands and agrees that attorney's fees shall be in the amount of thirty-three and one third percent (33 1/3%) of the balance due.
19. **UTILITIES:** Water service and electric service must be in residents name as of the LEASE STARTING DATE (not move-in date) and remain in residents name until the LEASE ENDING DATE (not move-out date). RESIDENT IS RESPONSIBLE FOR CONTACTING UTILITY COMPANIES. If damage is caused to appliances, the apartment or building due to the lack of a utility (water service or electric service), resident(s) will be held responsible for repairs and replacement costs incurred.
20. **ALTERATIONS** of Owner's property or fixtures may not be made by Resident, nor may appliances or fixtures other than those supplied by Owner be used by Resident without written permission of Owner in advance. Resident shall not drive nails in the wall or otherwise attach to the building (including ceilings, doors and balconies) any decorations or devices in the apartment except with written permission of Owner.

Twelve small “picture hanger” nail holes are permitted.

21. **VIOLATIONS** by Resident, his/her family, or his/her guests, of any of the obligations of this agreement, including among other violations any disorderly conduct or breach of the rules and regulations under this lease, or any failure to pay rent on the date due, shall give the Owner the right to terminate this lease as provided by the laws of the Commonwealth of Virginia, and Owner thereupon may enter premises, take and retain possession thereof, and exclude Resident therefrom. If Resident is gone from dwelling unit for more than seven (7) days, without proper notice to management, the premises may be considered abandoned. The Owner shall also have the right to store or otherwise dispose of any property remaining on or about the premises after the termination of this lease, including any renewal or extension thereof. Any such property left on or about the premises shall be considered Owner’s property and title shall be conclusively presumed as having vested in Owner and in disposing of said property Owner shall have the right to sell the same at public or private sale and Resident releases all claim to said property and any and all claims against Owner for disposal or sale of said property. Owner shall have the right to be a purchaser at any such sale. If the Resident shall remove or attempt to remove any goods or property from the leased premises otherwise than in the ordinary and usual course of continuing occupancy without having first paid and satisfied Owner for all rent and other charges which may become due during the entire term of this lease, the premises may be considered ABANDONED by the Owner and the Owner shall have the right, with proper notice, to store or otherwise dispose of any property left on or about the premises by the Resident, after the Resident has abandoned the premises. Determination by the Owner of what constitutes disorderly conduct or other violation of the obligations of this agreement is final and conclusive for all purposes. All remedies agreed to in this lease are cumulative of all other remedies provided by law for enforcement of the lease provisions by Owner. Resident agrees that acceptance of partial payment by Owner after notice of termination will not constitute waiver of the notice unless Owner agrees to a waiver in writing nor will such payment affect any legal proceedings taken or to be taken by Owner except to reduce Resident’s obligation to Owner by the amount of such partial payment.
22. **SUBLETTING, COMPANY TRANSFERS OR RESIDENT CHANGES** of the premises or assignment of this agreement may not be made without written permission of Owner in advance. Resident hereby agrees to comply with Owner’s written statement concerning policy and procedure. A copy of said written statements shall be available in the Leasing Office upon request.
23. **IF RESIDENT IS IN THE U.S. ARMED FORCES** and is transferring under orders from the U.S. Government, Resident may terminate this contract in accordance of the terms of the Virginia Landlord Tenant Act. Resident must supply Owner with a copy of Government orders transferring them for thirty-five (35) miles or more from current residence.
24. **DELIVERY OF APARTMENT** Owner shall not be liable for damages to Resident for failure to deliver possession of the premises to Resident at the commencement of the term if such failure is due to the builder and/or contractor not completing the premises by the time anticipated or otherwise through no fault of the Owner. Owner will use his best efforts to give possession of the premises to the Resident at the beginning of the Resident’s term. If failure to do so is the fault of a withholding Resident, that holdover Resident shall pay Owner or incoming Resident the rent as stated by the lease for each day of withholding. Expenses and damages shall be paid in addition to rent. The acceptance of rent by Owner shall not constitute a waiver of Owner’s right to re-enter to claim damage for any other breach by withholding Resident.

THE OWNER’S INSURANCE POLICY DOES NOT COVER DAMAGE BY FIRE, WATER, VANDALISM, OR ANY OTHER CAUSE TO YOUR PERSONAL PROPERTY LOCATED WITHIN THE APARTMENT. YOU ARE REQUIRED TO OBTAIN A RENTER’S INSURANCE POLICY TO COVER DAMAGE TO YOUR PERSONAL PROPERTY.

25. **PETS** Immediate two hundred fifty dollars (\$250.00) fine will be imposed and billed to all residents of the apartment if an illegal pet is found in any apartment premises (including patio) or seen with resident on the

property. Further fines and/or legal action will be taken if necessary. Only upon written approval from the Owner will a pet be permitted. Certain restrictions will apply. Additional monthly, non-refundable pet fees and registration fees will be imposed. Such fees will be considered “rent”. Extermination fees will be charged at the time the pet is removed from the apartment.

26. **THE “GUARANTOR”**, whether one or more, hereby unconditionally guarantees the payment of all debts due or to become due, whether for rent, late charges, court costs, attorney fees, damages, or otherwise arising out of or in any way connected with the lease or any extensions, renewals, modifications or addendums thereto. The Guarantor further guarantees the performance by the Resident of each and every term and provisions of this lease, including any extensions, renewals, modifications or addendums thereto. In the event Resident and Owner agree to extend, renew, or modify the lease, including the execution of any addendums, Resident and Guarantor agree that it shall be Resident’s responsibility to provide the Guarantor with copies of the same.
27. **NO WAIVER / CONSTRUCTION OF AGREEMENT** In the event any term or condition of the lease is found to be unenforceable or void, such term or condition shall be redacted from the lease without voiding the entire lease agreement. The remaining terms and conditions of the lease shall be fully enforceable. In addition, Resident understands that if Owner forgoes any right or remedy under the lease by waiving enforcement of any term or condition on one or multiple occasions, waiver by Owner of any defaults or breaches by Resident shall not bar Owner thereafter from requiring immediate performance by Resident of the obligations of this lease, nor shall Owner be barred thereafter from immediate exercise of any of the Owner’s rights or remedies in case of continuing or subsequent default or violation by Resident.

RESIDENTS AND GUARANTORS ACKNOWLEDGE THE READING AND UNDERSTANDING OF THIS LEASE AGREEMENT AND DO FURTHER ACKNOWLEDGE THAT THE LEASE IS INCLUSIVE OF THE RESIDENT HANDBOOK, WHICH IS HEREBY MADE A PART OF THIS LEASE BY REFERENCE, AND ALL THE TERMS AND CONDITIONS AS SET FORTH ON THE FACE AND THE REVERSE SIDE OF THIS DOCUMENT.

Residents and Guarantors agree that the lease constitutes the entire agreement and understanding between the parties and no other, unless based in writing and executed by all parties; any erasures, typographical changes or additions to the lease which are not authorized and executed by the Owner will be voidable but will not cancel or void the balance of the lease. Parties agree that neither party may rely on oral representation. All parties whose names are signed to this agreement shall be jointly and severally liable to Owner for rent as well as any deposits required herein. Furthermore, all parties shall be jointly and severally liable to Owner for any damages as a result of default by the Residents. Unless specifically provided otherwise, this Lease shall be binding on and shall inure to the benefit of the respective parties and their personal legal representatives, estates, heirs, legatees, assigns and/or successors in interest. The GUARANTY AGREEMENT is attached hereto and made a part of hereof this Standard Lease Agreement and any extensions, renewals, modifications or addendums thereto.

The parties hereto agree that for purposes of the legally binding effect of this lease agreement, and all extensions, renewals, modifications or addendums thereto; all photocopies, facsimiles, or duplicate originals of this lease agreement, and all extensions, renewals, modifications or addendums hereto, shall have the same legal effect as the original of this lease agreement and all extensions, renewals, modifications or addendums thereto.

WITNESS THE FOLLOWING SIGNATURES AND SEALS

Deposit Amount	RESIDENT(S)	Date

**Roanoke Street Apartments Limited Company, LLC
d/b/a/ VTech Housing @ Roanoke Street Apartments**

By:

Revised 9/2012